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JOHN M. PELKEY  
ADMITTED IN D.C. AND VA

RECEIVED

AUG - 5 1998

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

August 5, 1998

DOCKET FILE COPY ORIGINAL

OUR FILE NO.  
1410-101-63

Ms. Magalie R. Salas  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

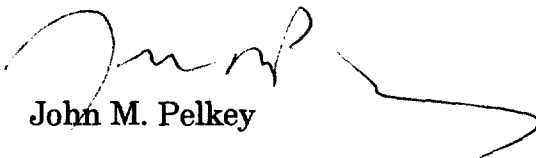
Re: Plattsmouth and Papillion, Nebraska and  
Osceola, Iowa  
MM Docket No. 96-95

Dear Ms. Salas:

Transmitted herewith on behalf of LifeStyle Communications Corp. are an original and four copies of a Joint Request for Approval of Agreement to be filed in the above-referenced proceeding.

If there are any questions concerning this submission, please contact the undersigned directly.

Sincerely,

  
John M. Pelkey

JMP/ned

Enclosures: (5)

File. Cont'd rec'd 024  
11/1/98

**RECEIVED**

**AUG - 5 1998**

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Before The  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
	)	
Amendment of Section 73.202(b),	)	
Table of Allotments	)	MM Docket No. 96-95
FM Broadcast Stations	)	RM-8787
Plattsmouth and Papillion	)	RM-8838
Nebraska, and Osceola, Iowa	)	

To: Chief, Allocations Branch  
Mass Media Bureau

**JOINT REQUEST FOR APPROVAL OF AGREEMENT**

Platte Broadcasting Co., Inc., licensee of Radio Station KOTD-FM, Plattsmouth, Nebraska ("KOTD"), and Lifestyle Communications Corporation, licensee of KJJJC(FM), Osceola, Iowa ("KJJJC") hereby request, through their respective attorneys, approval of their "Agreement" and, consistent therewith, modification of allocations for Plattsmouth, Nebraska and Osceola, Iowa.

**BACKGROUND**

KOTD initiated a rulemaking seeking to change KOTD's operating frequency from Channel 295A to Channel 295C3. This change, in turn, would require KJJJC to change frequency in Osceola, Iowa from Channel 295C2 to Channel 296C2. The FCC issued an Order to Show Cause ("OSC"), KJJJC objected to the OSC, and in addition, submitted a mutually exclusive counterproposal to allot Channel 295A to Papillion, Nebraska. Just as KOTD's Plattsmouth proposal would require KJJJC to change frequency,

KJJC's proposal would have required KOTD to change from Channel 295A to Channel 299A in Plattsmouth, Nebraska. KOTD objected to KJJC's proposed channel change.

Both parties now believe it to be in the public interest to avoid the delay and expense of a long dispute regarding the merits of the various proposals, and therefore submit with this Joint Request the attached settlement agreements to the Commission seeking its approval.

As a result of the settlement, and conditioned upon the prior approval of the FCC, (1) the request to add a new channel to Papillion, Nebraska is being withdrawn by Lifestyle and Lifestyle will be reimbursed its reasonable and prudent expenses incurred in pursuing that allocation, (2) Lifestyle will withdraw its objection to the Show Cause Order, (3) Lifestyle will consent to modify its facilities and operate on a newly assigned channel, Channel 296C2<sup>1</sup> and (4) Channel 295A in Plattsmouth will be upgraded to 295C3,.

Thus as a result of the parties' agreement, there will be a mutually agreeable resolution of an otherwise contentious proceeding with no expenditure of the FCC's limited resources and the prompt institution of new and improved service to

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<sup>1</sup>There are no regulations regarding payment of consideration for agreeing to change channels, nor any requirement for filing those agreements with the FCC. See, for example, *FM Table of Allotments (Circleville OH)*, 8 FCC 2d 159 (1967). The FCC does not even become involved until and unless the parties cannot agree upon reimbursement amounts for changes ordered by the FCC. Nonetheless, out of an abundance of caution, the Channel Change Agreement is being filed herewith, with the information regarding payment redacted for business reasons.

Plattsmouth, NE.

The required affidavits demonstrating compliance with §1.420(j) of the Commission's rules are attached.

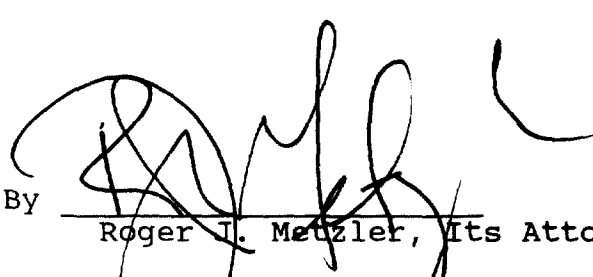
Wherefore it is respectfully requested that the settlement agreement be approved, that the FCC grant Lifestyle's request to withdraw its counterproposal and withdraw its expression of interest, that KOTD's request that allocation for Channel 295 at Plattsmouth, Nebraska be upgraded to Channel 295C3, that the allocation for Channel 295C2 in Osceola, Iowa be changed to Channel 296C2 in Osceola, Iowa, and that the counter proposal and expression of interest for Channel 295A in Papillion, Nebraska filed by Lifestyle be dismissed.

Respectfully Submitted

Platte Broadcasting Company, Inc.

Dated: 8-5-98

By

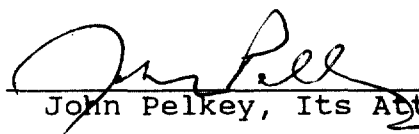
  
Roger J. Metzler, Its Attorney

McQuaid, Metzler McCormick  
& Van Zandt, LLP  
221 Main Street, 16th Floor,  
San Francisco, CA 94105

Lifestyle Communications, Inc.

Dated: 8-5-98

By



John Pelkey, Its Attorney

Haley, Bader & Potts P.L.C.  
Suite 900  
4350 North Fairfax Drive,  
Arlington, VA 22203

AFFIDAVIT

RE: Plattsmouth Nebraska Upgrade

I, Stephen Seline, Vice Chairman, of Platte Broadcasting Co., Inc., licensee of station KOTD-FM, Plattsmouth, Nebraska ("KOTD"), hereby declare that:

1. KOTD initiated a rulemaking (MM Docket 96-95) seeking to change KOTD's operating frequency from Channel 295A to Channel 295C3. As a result of this proposed change, Radio Station KJJC would have had to change its operating frequency.

2. KJJC filed a counter-proposal which was mutually exclusive with KOTD's.

3. KJJC and KOTD have now entered into a settlement agreement (the "Settlement Agreement") between KOTD and KJJC pursuant to which KJJC is withdrawing its counter-proposal and comments in this proceeding in exchange for KOTD's reimbursing KJJC for a sum not to exceed \$17,000 for KJJC's legitimate and prudent expenses incurred in filing the comments and the counter-proposal. KOTD and KJJC have also entered into a separate agreement regarding KJJC's fees involved with changing KJJC's channel.

4. There are no payments made or promised, or other consideration of any form whatsoever, from KOTD or any person or entity known to KOTD, to KJJC or any person acting on its behalf, that are not set out in the Settlement Agreement or Channel Change Agreement. Neither KOTD nor any of its officers, directors, employees or agents did or will make any payments, nor give any consideration of any kind or form, to KJJC except pursuant to the above agreements. KJJC has also signed an affidavit verifying the above.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 28<sup>th</sup> day of July, 1998 at Omaha, Nebraska.

Platte Broadcasting Co., Inc.

By:

Stephen Seline  
Stephen Seline, its Vice Chairman

**DECLARATION OF  
LIFESTYLE COMMUNICATIONS CORPORATION**

I, James S. McBride, President of LifeStyle Communications Corporation ("LCC"), hereby declare the following under penalty of perjury:

1. Platte Broadcasting Co., Inc. ("PBCI"), licensee of Radio Station KOTD-FM, Plattsmouth, Nebraska, initiated a rulemaking (MM Docket No. 96-95) before the Federal Communications Commission ("FCC") seeking to change KOTD-FM's frequency from Channel 295A to Channel 295C3. As a result of this proposed change, Radio Station KJJC would be required to change frequency.

2. LCC, the licensee of Radio Station KJJC(FM), Osceola, Iowa, filed a mutually exclusive counterproposal to allot Channel 295A as a new service to Papillion, Nebraska, and expressed an interest in applying for that channel.

3. LCC and PBCI have entered into a Settlement Agreement, filed concurrently herewith, pursuant to which LCC is withdrawing its counterproposal and comments in the rulemaking proceeding in exchange for PBCI's reimbursing LCC for a sum not to exceed \$17,000 for LCC's legitimate and prudent expenses incurred in filing the comments and counterproposal. PBCI and LCC have also entered into a separate Channel Change Agreement whereby PBCI has agreed to compensate LCC for changing KJJC's channel and for LCC's forbearance from instituting any civil action against PBCI for claims arising from such channel change.

4. There are no payments made or promised, or other consideration of any form whatsoever, from PBCI to LCC, or any of its principals, officers, directors, employees or agents, that are not set out in the Settlement Agreement or the Channel Change Agreement.

5. Attached is a Declaration of Counsel and a chart summarizing the legal fees charged to LCC by Haley Bader & Potts P.L.C. from June 1996 through May 1998 in connection with the filing of LCC's comments and counterproposal

- 2 -

in the rulemaking proceeding in MM Docket 96-95, which amount exceeds \$17,000.00.

The foregoing is true and correct to the best of my knowledge.

LifStyle Communications Corporation

  
James S. McBride, President

Date: August 5, 1998



**SETTLEMENT AGREEMENT TO  
WITHDRAW EXPRESSION OF INTEREST**

THIS AGREEMENT, entered into by and between Platte Broadcasting Company, Inc. ("PBCI"), and LifeStyle Communications Corporation ("LCC").

**WITNESSETH:**

WHEREAS, PBCI is the licensee of radio station KOTD-FM, Plattsmouth, Nebraska, which operates on Channel 295A;

WHEREAS, LCC is the licensee of radio station KJJC(FM), Osceola, Iowa, which operates on Channel 295C2;

WHEREAS, PBCI initiated a rule making proceeding in MM Docket No. 96-95 before the Federal Communications Commission ("FCC") seeking to change KOTD-FM's operating frequency from Channel 295A to Channel 295C3 which resulted in an Order to Show Cause why LCC should not change KJJC's operating frequency from Channel 295C2 to Channel 296C2;

WHEREAS, LCC opposed and objected to the Order to Show Cause why KJJC's channel should not be changed, and submitted a mutually exclusive counterproposal with the FCC to allot Channel 295A as a new service to Papillion, Nebraska, and to require PBCI to change the frequency of KOTD-FM from Channel 295A to Channel 299A, without requiring KJJC to change channels (hereinafter "Counterproposal");

WHEREAS, PBCI filed further comments with the FCC ultimately seeking to change KOTD-FM's operating frequency from Channel 295A to Channel 295C3 and its community of license from Plattsmouth, Nebraska, to Papillion, Nebraska, and to allot Channel 299A as a new service to Plattsmouth, Nebraska, all of which would continue to require LCC to change KJJC's operating frequency from Channel 295C2 to Channel 296C2;

WHEREAS, LCC is willing to dismiss its Counterproposal in Docket No. 96-95 and withdraw its expression of interest in applying for a new service on Channel 295A at Papillion, Nebraska, if PBCI reimburses its reasonable and prudent expenses in preparing, filing, prosecuting, and settling its Counterproposal; and

WHEREAS, the parties wish to establish the terms and conditions pursuant to which PBCI will pay LCC its costs and expenses in preparing, filing, prosecuting, and settling its Counterproposal.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties agree as follows:

1. FCC Consent. This Agreement is entered into subject to approval by the FCC. The parties agree to negotiate in good faith to resolve any provisions of this Agreement that the FCC disapproves.

2. Joint Request for Approval of Agreement. Within five (5) days of the date of this Agreement, the parties hereto agree to file with the FCC a joint request for approval of this Agreement (the "Joint Request"). The Joint Request shall be accompanied by a copy of the executed Agreement as well as other supporting documentation as required by Section 1.420(j) of the FCC's Rules.

3. Withdrawal of LCC's Counterproposal. Concurrently with the filing of the Joint Request, LCC agrees to request dismissal of its Counterproposal, to withdraw its expression of interest in applying for a new channel at Papillion, Nebraska, and withdraw its objections to the Show Cause Order.

4. Consideration. PBCI agrees to pay to LCC in accordance with the procedure established in paragraph 5, below, the sum of Seventeen Thousand Dollars (\$17,000), by certified check or wire transfer of federal funds to an account designated by LCC. Such payment shall be made no later than ten (10) days after the date upon which an order of the FCC approving this Agreement, dismissing LCC's Counterproposal, and granting PBCI's channel change to 295C3 becomes final. For purposes of this Agreement, such an order will be deemed "Final" as of the date on which there is pending no application for review, petition for reconsideration, petition for stay, notice of appeal, or any other request for judicial or Commission action with respect to such order and on which the time for filing any such petition or request has expired and on which the FCC may no longer set aside the order on its own motion. In addition, the order will not be deemed final if it contains any terms, restrictions or qualifications which materially limit or conflict with any of the rights of the parties set forth or contemplated herein. In the event the order contains any such terms, restrictions or qualifications and the parties decline, within ten (10) days of release of the order, to accept such terms, restrictions or qualifications, this Agreement may, upon written notice, be terminated by either party. In the absence of written notice within ten (10) days of release of the order that it will not accept such terms, restrictions or qualifications, a party will be deemed to have accepted such terms, restrictions or qualifications.

5. Deposit of Settlement Funds. The parties hereby appoint John M. Pelkey, Esq., and Roger J. Metzler, Jr. Esq., as joint escrow agents ("Escrow Agents"). To secure the payment to be made by PBCI to LCC pursuant to paragraph 4 of this Agreement, PBCI shall deliver to Escrow Agents by certified

check or wire transfer on the date that the Joint Request is filed with the FCC the payment to be paid to LCC pursuant to Paragraph 4 of this Agreement ("Escrow Deposit"). Said Escrow Deposit shall be held and disbursed by Escrow Agents in accordance with the terms of the Escrow Agreement by and among PBCI, LCC, John M. Pelkey, and Roger J. Metzler, Jr.

6. Channel Change Agreement. PBCI and LCC are entering into a Channel Change Agreement, concurrently herewith, whereby PBCI has agreed to compensate LCC for changing KJJC's channel and for LCC's forbearance from instituting any civil action against PBCI for claims arising from such channel change.

7. Cooperation. PBCI and LCC shall cooperate and use their respective best efforts in the preparation and filing of all FCC filings and related documents that shall be necessary or appropriate to consummate the transactions contemplated by this Agreement. The parties hereto shall cause all such filings to be made as soon as reasonably practicable, and each of them shall prosecute such filings with all reasonable diligence and otherwise cooperate with each other, take no action adverse to one another and use their best efforts to obtain the requisite FCC consent and approval promptly so that a final order may be obtained at the earliest possible date.

8. Expenses. Each party to this Agreement shall bear its own expenses, including payment of attorneys' fees, in connection with this Agreement, including preparation of this Agreement and filings and transactions contemplated hereby to obtain FCC approval of this Agreement.

9. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Section Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

11. Counterparts and Effective Date. This Agreement may be executed in counterparts and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart. This Agreement shall be effective as of the date on which the last counterpart is executed.

12. Entire Agreement. This Agreement and the Escrow Agreement, executed on the same date herewith, contain the entire understanding between the parties with respect to LCC's withdrawal of its proposal to allocate an FM channel at Papillion, Nebraska, and supersede all prior written or oral

agreements between them respecting the subject matter hereof, unless otherwise provided herein. A separate Channel Change Agreement contains the understanding of the parties regarding the change of KJJC's channel. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein or in the Escrow Agreement or Channel Change Agreement. By signing below, the parties acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

13. **Interpretation.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

14. **Authority.** Each signatory to this Agreement warrants and represents that it has full legal authority to enter into, execute and carry out this Agreement.

15. **Remedies on Default.** In the event that either party defaults in the performance of this Agreement, the party not in default shall have available to it all remedies at law or equity to which it is entitled under Iowa law. If, on account of an alleged breach or default by either party of its obligations under this Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorneys' fees.

16. **Notice.** Any notices or other communications shall be in writing and shall be considered to have been duly given when deposited into first class, certified mail, postage prepaid, return receipt requested, delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery), or delivered via confirmed facsimile transmission provided that a copy of the facsimile transmission shall have been mailed, first class, by the next business day:

If to PBCI:

Platte Broadcasting Company, Inc.  
13906 Gold Circle, #201  
Omaha, NE 68144  
Phone: 402-330-2520  
Fax No.: 402-691-0877

With copies to (which shall not constitute notice):

Roger J. Metzler, Jr.  
McQuaid Metzler McCormick & Van Zandt  
221 Main Street  
16th Floor  
San Francisco, CA 94105  
Phone: 415-905-0200  
Fax: 415-905-0202

If to LCC:

Mr. James S. McBride  
LifeStyle Communications Corp.  
4 Catherine Circle  
Wilbraham, MA 01095  
Phone: (413) 543-2400 ext. 2553  
Fax: (413) 543-5844

With copies to (which shall not constitute notice):

John M. Pelkey, Esq.  
Haley Bader & Potts P.L.C.  
Suite 900  
4350 North Fairfax Drive  
Arlington, VA 22203-1633  
Phone: (703) 841-0606  
Fax: (703) 841-2345

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this paragraph.

18. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

19. Amendment. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.


20. Termination. This Agreement can be terminated by either party upon a final order from the FCC refusing to approve this Agreement in which

event PBCI shall be entitled to the amount placed into escrow pursuant to paragraph 5 hereof and any interest that has accrued thereon, and the parties shall so instruct the Escrow Agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last below written.

PLATTE BROADCASTING COMPANY, INC.

Dated: June 26, 1998

By   
~~President~~ Victor Chiquena

LIFESTYLE COMMUNICATIONS CORPORATION

Dated: \_\_\_\_\_, 1998

By \_\_\_\_\_  
James S. McBride, President

event PBCI shall be entitled to the amount placed into escrow pursuant to paragraph 5 hereof and any interest that has accrued thereon, and the parties shall so instruct the Escrow Agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last below written.


PLATTE BROADCASTING COMPANY, INC.

Dated: \_\_\_\_\_, 1998

By \_\_\_\_\_  
President

LIFESTYLE COMMUNICATIONS CORPORATION

Dated: \_\_\_\_\_, 1998

By  \_\_\_\_\_  
James S. McBride, President

## DECLARATION OF COUNSEL

I, John M. Pelkey, do hereby declare under penalty of perjury as follows:

1. I am a member of the law firm of Haley Bader & Potts P.L.C. ("HPB").
2. I am counsel for LifeStyle Communications Corporation ("LCC").
3. I have either personally performed the services or supervised the legal work performed in connection with MM Docket 96-95 on behalf of LCC before the Federal Communications Commission.
4. I caused the attached chart to be prepared to summarize HBP's hourly fees charged to LCC between June 1996 and May 1998 and to the best of my knowledge the chart accurately summarizes the amounts for hourly fees that have been billed to LCC during that time period in connection with prosecuting LCC's comments and counterproposal in the rulemaking proceeding and LCC's withdrawal of its expression of interest in applying for Channel 295A in Papillion, Nebraska. The underlying invoices, which also contain and refer to other work on behalf of LCC, can be made available upon request.

Haley Bader & Potts P.L.C.



John M. Pelkey, Member

Date: August 5, 1998



<b>Date</b>	<b>Attorney/ Paralegal</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
5/1/98	JMP	Prepare extension application	0.75	157.50
5/4/98	JMP	Phone conversation with Jim McBride re potential Warga settlement	0.25	52.50
5/4/98	JMP	Phone conversation with Jim McBride; conference re LifeStyle settlement	0.25	52.50
5/5/98	MAV	Research for response to Plattsmouth re confidentiality of settlement negotiations	3.50	735.00
5/5/98	JMP	Review motion for hearing	0.50	105.00
5/5/98	JMP	Phone conversation with Jim McBride; conference re motion for hearing	0.25	52.50
5/5/98	JMP	Motion for hearing	0.25	52.50
5/6/98	MAV	Research re admissibility of settlement negotiations	3.00	630.00
5/6/98	JMP	Voice-mail from Mike Delich	0.25	52.50
5/6/98	JMP	Phone conversation with Jim McBride	0.25	52.50
5/7/98	MAV	Research for response to Plattsmouth rulemaking	1.00	210.00
5/7/98	JMP	Phone conversation with Mike Delich	0.50	105.00
5/7/98	JMP	Opposition to Petition for Investigation	0.25	52.50

5/7/98	JMP	Phone conversation with Jim McBride	0.25	52.50
5/8/98	JMP	Phone conversation with Jim McBride; phone conversation with Mike Delich	0.25	52.50
5/8/98	JMP	Opposition to motion for hearing	2.00	420.00
5/11/98	MAV	Research re settlement restrictions for Plattsmouth	2.25	472.50
5/11/98	JMP	Conference re agreements and opposition to petition	0.25	52.50
5/13/98	JMP	Conference re agreements; file extension application	0.25	52.50
5/13/98	JMP	Opposition to motion for hearing	0.25	52.50
5/13/98	JMP	Opposition to motion for hearing	1.25	262.50
5/17/98	JMP	Opposition to motion for hearing	2.50	525.00
5/18/98	JMP	Check Asset Purchase Agreement in Plattsmouth; opposition to motion for hearing	0.50	105.00
5/18/98	JMP	Opposition to Motion for Hearing	2.75	577.50
5/19/98	MAV	Research on rulemaking and allotment settlement cases re Plattsmouth	0.25	52.50
5/19/98	JMP	Revise pleading	1.25	262.50

5/19/98	JMP	Revise pleading; declaration; prepare transmittal letter	0.50	105.00
5/19/98	JMP	Phone conversation with Jim McBride; final changes to pleading; file with FCC	0.50	105.00
5/26/98	JMP	Phone conversation with new FCC counsel for Gold Circle (Platte Broadcasting)	0.25	52.50
5/26/98	JMP	Phone calls to and from Plattsmouth's new counsel; voice-mail to Jim McBride	0.25	52.50
5/27/98	JMP	Phone conversation with Roger Metzler	0.25	52.50
5/29/98	JMP	Conference re Plattsmouth rulemaking	0.25	52.50
3/16/98	MAV	Review of Order to Show Cause on Plattsmouth	0.25	52.50
3/16/98	JMP	Review Plattsmouth decision; phone conversation with Jim McBride re Order to Show Cause	0.75	157.50
11/10/97	JMP	Check status of Plattsmouth proceeding; phone conversation with Jim McBride	0.25	52.50

3/4/97	MAV	Meeting with John Pelkey re negotiations with Platte Broadcasting, telephone conference with Jim McBride, work re preparation of letter to counsel for Platte Broadcasting	2.00	420.00
3/4/97	JMP	Conference with MAV re LifeStyle agreement	0.50	105.00
2/3/97	JMP	Revise LifeStyle settlement agreement	0.75	157.50
2/4/97	JMP	Revise LifeStyle agreement	0.50	105.00
2/5/97	MAV	Work on settlement agreement, review invoices for calculation of settlement figure	0.25	52.50
2/14/97	MAV	Call from Counsel for Plattsmouth	0.25	52.50
2/17/97	MAV	Telephone conference with counsel for Platte Broadcasting	0.50	105.00
2/25/97	MAV	Telephone conference with counsel for Plattsmouth	0.25	52.50
2/27/97	MAV	Telephone conference with Jim McBride and counsel for Plattsmouth negotiating settlement terms	1.00	210.00
1/13/97	JMP	Phone conversation with Jim McBride re Plattsmouth	0.25	50.00

1/21/97	MAV	Work re preparation of Settlement Agreement	0.50	100.00
1/22/97	MAV	Work re preparation of Settlement Agreement	4.00	800.00
1/22/97	JMP	Review agreement; phone conversation with Jim McBride; review LifeStyle agreement	0.75	150.00
1/28/97	JMP	Review LifeStyle agreement	0.25	50.00
1/29/98	JMP	Revise LifeStyle agreement	0.50	100.00
12/9/96	MAV	Telephone conference with Rick Hayes re Plattsmouth rulemaking negotiations	0.25	50.00
11/7/96	JMP	Phone conversation with Barry Sims, Jim McBride re Plattsmouth	0.75	150.00
11/13/96	JMP	Phone conversation with Lee Wheeler re LifeStyle rulemaking	0.25	50.00
11/15/96	JMP	Revise Platte letter	0.25	50.00
11/15/96	MAV	Telephone conference with Jim McBride re settlement	0.25	50.00
11/25/96	JMP	Phone conversation with Jim McBride re construction permit and Plattsmouth	0.25	50.00

11/26/96	MAV	Telephone conference with counsel for Plattsmouth and receipt and review of fax opinion from counsel re settlement of rulemaking	0.50	100.00
11/27/96	MAV	Telephone conference with Jim McBride re Plattsmouth settlement	0.25	50.00
10/17/96	MAV	Telephone conference with Jim McBride, Work re preparation of letter to Jim McBride re declaration in support of Reply to Supplemental Comments; Work re preparation of Motion for Leave to file reply to supplemental comments	1.00	200.00
10/18/96	MAV	Work re preparation of Reply to Supplemental Comments and Motion for Leave to file them, letter to client	0.25	50.00
10/28/96	MAV	Telephone conference with Jim McBride re Plattsmouth negotiations	0.25	50.00
9/5/96	MAV	Receipt and review of Supplemental Comments from Plattsmouth, letter to Mr. McBride	0.50	100.00
9/6/96	MAV	Continue review of Plattsmouth supplemental comments and work re preparation of letter to Jim McBride re same	0.50	100.00

9/10/96	MAV	Work re preparation of Supplemental Reply Comments	0.25	50.00
9/10/96	JMP	Review pleading	1.25	250.00
9/10/96	JMP	Conference with MAV re LifeStyle pleading	0.25	50.00
9/11/96	MAV	Telephone conference with Jim McBride re supplemental comments	0.25	50.00
9/12/96	MAV	Work re preparation of Reply to Supplemental Comments	2.00	400.00
9/13/96	MAV	Work re preparation of Reply to Supplemental Comments	3.00	600.00
9/16/96	MAV	Work re preparation of response to Supplemental Comments in Plattsmouth rulemaking	1.25	250.00
9/17/96	MAV	Work re preparation of Response to Supplemental Response in Plattsmouth rulemaking	0.75	150.00
8/1/96	MAV	Work re preparation of Motion for Leave to File Supplemental Comments and work on Supplement Comments in Plattsmouth rulemaking; call to Jim McBride	1.50	300.00
8/5/96	JMP	Review LifeStyle pleading	0.50	100.00

8/6/96	MAV	Work re preparation of Supplemental Comments in Plattsmouth rulemaking	0.75	150.00
8/26/96	MAV	Telephone conference with counsel for Plattsmouth station re settlement of rulemaking	0.25	50.00
8/27/96	MAV	Telephone conferences with Jim McBride (3) and Rick Hayes re settlement of rulemaking	0.75	150.00
7/1/96	MAV	Telephone conference with Jim McBride and work re preparation of Reply Comments for rulemaking proceeding	1.25	250.00
7/1/96	JMP	Letter to Jim McBride re amendment to application; discussion re reply comments	0.25	50.00
7/2/96	MAV	Work re preparation of Reply Comments in Plattsmouth rulemaking	0.50	100.00
7/3/96	MAV	Receipt and review of Platte reply comments	0.50	100.00
7/3/96	MAV	Review reply comments	0.25	50.00
7/15/96	MAV	Telephone conference with FCC staff re Public Notice of Rulemaking counterproposal, call to Lee Wheeler, call to Jim McBride	0.50	100.00
7/16/96	MAV	Research for Plattsmouth rulemaking re urbanized	0.25	50.00



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7/17/96	MAV	Work re comments and research for response to Plattsmouth Reply	3.50	700.00
7/18/96	MAV	Research re rulemaking for Plattsmouth on urbanized area and late counter-proposal issues	3.00	600.00
7/18/96	JMP	Discussion re LifeStyle pleading	0.25	50.00
7/24/96	MAV	Research and Westlaw research on Plattsmouth rulemaking	1.50	300.00
7/25/96	MAV	Work re preparation of Opposition to Platte's Reply Comments in Plattsmouth rulemaking	1.50	300.00
7/26/96	MAV	Work re preparation of Supplemental Comments	3.00	600.00
7/29/96	RR	Check docket history to see if there are any other filings in 96-95	0.25	17.50
6/7/96	JMP	Phone conversation with Lee Wheeler re LifeStyle	0.25	50.00
6/8/96	JMP	Phone conversation with Lee Wheeler re counterproposal	0.25	50.00
6/10/96	JMP	Review Wheeler material re counterproposal	0.25	50.00
6/11/96	MAV	Work on counterproposal re Plattsmouth	0.25	50.00